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JS-6

Attorneys for the Plaintiff

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

12 **HILDA L. SOLIS**,
13 Secretary of Labor,
14 United States Department of Labor,

Plaintiff,

v.

16 **SSC APPAREL, INC. doing business as**
17 **SOPRANO**,

Defendant.

Case No.: CV 10-0352 RSWL
(JEMx)

CONSENT JUDGMENT

19 Plaintiff Hilda L. Solis, Secretary of Labor, United States Department of Labor
20 (“Secretary”), and Defendant SSC Apparel, Inc. doing business as Soprano, a California
21 corporation (“defendant”), have agreed to resolve the matters in controversy in this civil
22 action and consent to the entry of this Consent Judgment in accordance herewith:

23 A. The Secretary has filed a Complaint alleging that the defendant violated
24 provisions of Sections 15(a)(1), 29 U.S.C. § 215(a)(1) of the Fair Labor Standards Act of
25 1938, as amended (“FLSA”).

26 B. Defendant has appeared and (after having been advised by the Secretary of
27 the right to retain the assistance of defense counsel) acknowledges receipt of a copy of
28 the Secretary’s Complaint.

1 C. Defendant waives issuance and service of process and waives answer and
2 any defenses to the Secretary's Complaint.

3 D. The Secretary and defendant waive Findings of Fact and Conclusions of
4 Law, and agree to the entry of this Consent Judgment in settlement of this action, with-
5 out further contest.

6 E. Defendant admits that the Court has jurisdiction over the parties and subject
7 matter of this civil action and that venue lies in the Central District of California.

8 F. Defendant has posted \$28,825.82 with the U.S. Department of Labor, Wage
9 and Hour Division, to cover FLSA wage underpayments due to employees of its sewing
10 contractor, IM's Fashion, Inc.

11 G. Defendant has posted \$27,000.00 with the U.S. Department of Labor, Wage
12 and Hour Division, to cover FLSA wage underpayments due to employees of its sewing
13 contractor, JY Fashions, Inc.

14 It is therefore, upon motion of the attorneys for the Secretary, and for cause
15 shown,

16 ORDERED, ADJUDGED, AND DECREED that the defendant, its officers,
17 agents, servants, and employees and those persons in active concert or participation with
18 them who receive actual notice of this order (by personal service or otherwise) be, and
19 they hereby are, permanently enjoined and restrained from violating the provisions of
20 Sections 15(a)(1), 29 U.S.C. § 215(a)(1) of the FLSA in any of the following manners:

21 1. Defendant shall not, contrary to FLSA § 15(a)(1), 29 U.S.C. § 215(a)(1), trans-
22 port, offer for transportation, ship, deliver, or sell in commerce (or ship, deliver, or sell
23 with knowledge or reason to believe that shipment, delivery, or sale in commerce is in-
24 tended) goods in the production of which any employee (of the defendant or other(s))
25 has been employed in violation of the FLSA's minimum wage provisions (29 U.S.C. §
26 206) or overtime pay provisions (29 U.S.C. § 207).

27 2. Defendant shall review with the owner or top management official of all sew-
28 ing contractors with whom it does business each of the following prior to entering into

1 any particular purchase for services or work on goods and Defendant shall maintain
2 documentation showing the matters discussed:

3 A. The terms and purpose of this Judgment;

4 B. If the proposed price terms are such that the contractor will be able to
5 able to comply with the FLSA's minimum wage and overtime requirements;

6 C. The sewing contractor's willingness and ability, in light of the contrac-
7 tor's prior compliance history, involvement in the industry and the contractor's fi-
8 nancial resources to understand and comply with the FLSA and this Judgment;

9 D. The sewing contractor's obligation to inform Defendant immediately
10 whenever it is unable to meet the requirements of the FLSA.

11 3. Within 30 days of the entry of this judgment, Defendant shall hire a third
12 party to monitor its sewing contractors to enforce the contractors' compliance with the
13 FLSA. This monitoring program shall include site visits, at least on a quarterly annual
14 basis, to the contractors to review time and payroll records, and determine the hours
15 worked by employees and actual pay they receive. Defendant shall provide written re-
16 ports from the third party monitor to the Wage and Hour Division at 915 Wilshire
17 Boulevard, Suite 960, Los Angeles, CA, 90017, for the first year after entry of this judg-
18 ment.

19 4. Defendant shall not fail to disgorge, from the gross proceeds of its having
20 sold or shipped in commerce goods that had been worked on by employees of IM's
21 Fashion, Inc. who were not paid the minimum wage and/or overtime required by the
22 FLSA, 29 U.S.C. §§ 206 and/or 207, that were previously deposited with the U.S. De-
23 partment of Labor, Wage and Hour Division, an amount sufficient to pay to such em-
24 ployees the back wages due to them under the FLSA. The amount hereby found due to
25 these employees is \$28,825.81 for the period from 6/28/2009 – 9/28/2009 which the
26 Secretary acknowledges has been posted by the Defendant. The attached Exhibit 1
27 shows the names of each employee of IM's Fashion, Inc. and the gross backwage
28 amount due to each.

1 5. Defendant shall not fail to disgorge, from the gross proceeds of its having
2 sold or shipped in commerce goods that had been worked on by employees of JY Fash-
3 ions, Inc. who were not paid the minimum wage and/or overtime required by the FLSA,
4 29 U.S.C. §§ 206 and/or 207, that were previously deposited with the U.S. Department
5 of Labor, Wage and Hour Division, an amount sufficient to pay to such employees the
6 back wages due to them under the FLSA. The amount hereby found due to these em-
7 ployees is \$14,783.11 for the period from 8/09/09 – 11/1/09. Because Defendant posted
8 \$27,000, an amount in excess of the backwages due, the difference between the posted
9 amount and the amount due to the employees of JY Fashions, Inc. has been credited as
10 requested by Defendant. The attached Exhibit 2 shows the name of each employee of
11 JY Fashions, Inc. and the gross backwage amount due to each.

12 The Secretary shall allocate and distribute the remittances, or the proceeds thereof,
13 to the persons named in the attached Exhibits 1 and 2, or to their estates if that be neces-
14 sary, in her sole discretion. Any money not so paid within a period of three years from
15 the date of its receipt, because of an inability to locate the proper persons or because of
16 their refusal to accept it, shall be deposited by the Secretary in a special deposit account
17 for payment to the proper persons and upon such inability to pay within 3 years, shall
18 then be deposited in the Treasury of the United States, as miscellaneous receipts, pursu-
19 ant to 29 U.S.C. § 216(c); and, it is further

20 ORDERED that the Defendant shall supply all of its sewing contractors with cop-
21 ies of this Consent Judgment in English, along with copies in Spanish and Korean, that
22 must be posted on the premises of all contractors with whom the Defendant does busi-
23 ness; and it is further

24 ORDERED that each party shall bear its own fees and other expenses incurred by
25 such party in connection with any stage of this proceeding, including but not limited to
26 attorneys' fees, which may be available under the Equal Access to Justice Act, as
27 amended; and, it is further

28 ///

1 ORDERED that this Court retains jurisdiction of this action for purposes of en-
2 forcing compliance with the terms of this Consent Judgment.

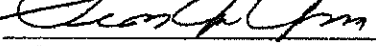
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4 Dated: 2/17/2010, 2009

RONALD S. W. LEW

U.S. DISTRICT COURT JUDGE

5 For the Defendant SSC Apparel, Inc:

6 The Defendant hereby appears, waives any
7 defense herein, consents to the entry of
8 this Judgment, and waives notice by the
9 Clerk of Court:

10 By: 
Seon Ju Yoon

11/4/09
Date

11
12 Its: _____

13 DIVERSITY LAW GROUP

14 
15 LARRY LEE

11-4-09
Date

16 Diversity Law Group

17 444 S. Flower Street, Ste. 1370

18 Los Angeles, CA 90071

19 Attorneys for the Defendant, SSC Apparel, Inc., dba Soprano

20 For the Plaintiff:

21 DEBORAH GREENFIELD

22 Acting Deputy Solicitor

23 LAWRENCE BREWSTER

24 Regional Solicitor

25 DANIEL J. CHASEK

26 Associate Regional Solicitor

27 
SUSAN SELETSKY, Attorney

January 13 2010
Date

28 Attorneys for the Plaintiff, Secretary of Labor, U.S. Department of Labor

Exhibit 1

Last Name	First Name	From	To	Amount Due
Ajin	Santos	6/28/2009	9/25/2009	\$ 3,185.42
De Jesus	Felipe	6/28/2009	9/25/2009	\$ 1,715.22
Escovar	Natnael	6/28/2009	9/25/2009	\$ 3,273.67
Lopez	Floridalima	6/28/2009	9/25/2009	\$ 3,430.44
Mateo	Tomas	6/28/2009	9/25/2009	\$ 3,246.79
Morales	Juan	6/28/2009	9/25/2009	\$ 2,056.42
Perez	Teressa	6/28/2009	9/25/2009	\$ 2,474.94
Sid	Vicenta	6/28/2009	9/25/2009	\$ 2,351.50
Son	Luciano	6/28/2009	9/25/2009	\$ 2,821.81
Valenzuela	Juana	6/28/2009	9/25/2009	\$ 1,825.88
Vargas	Angela	6/28/2009	9/25/2009	\$ 2,443.72
				\$28,825.81

Exhibit 2

Last Name	First Name	From	To	Amount Due
Erick	Garcia	8/9/09	11/1/09	\$ 573.19
Yolanda	Gonzales	9/6/09	11/1/09	\$ 267.21
Claudia	Hernandez	8/16/09	11/1/09	\$ 587.46
Florencio	Hernandez	8/9/09	11/1/09	\$1,602.18
Florinda	Hernandez	9/6/09	11/1/09	\$ 382.12
Ismael	Lopez	8/16/09	11/1/09	\$1,892.20
Brenda	Lopez Castillo	8/9/09	11/1/09	\$1,525.40
William	Marcial Elias	8/16/09	11/1/09	\$ 269.28
Rosa	Maria Alvarez	8/9/09	11/1/09	\$ 426.57
Francisco	Miguel Caniz	8/9/09	11/1/09	\$1,133.70
Miguel	Ocampo	8/16/09	10/25/09	\$ 50.07
Luis	Pascual Velasquez	8/9/09	11/1/09	\$ 814.90
Israel	Ramirez	10/11/09	10/25/09	\$ 154.86
Maria	Ramirez	8/9/09	11/1/09	\$ 341.20
Bigaila	Renoj	8/9/09	11/1/09	\$ 708.09
Carmelino	Salvador	8/9/09	11/1/09	\$ 653.57
Christian	Sanchez	9/6/09	11/1/09	\$ 382.10
Guillermina	Santana	8/9/09	11/1/09	\$1,831.40
Elsa	Sarati	10/25/09	11/1/09	\$ 29.34
Irma	Vargas	8/9/09	9/6/09	\$ 737.00
Esther	Vazuez	8/9/09	9/20/09	\$ 421.27